



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

December 14, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**FIVE-YEAR LICENSE AGREEMENT OF A TELECOMMUNICATION SITE
SUNSET RIDGE, GLENDORA
(FIFTH DISTRICT) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find this action to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve the attached five-year telecommunication license between the County and the licensor, Avcom Company (Licensor) for radio rack space and ancillary equipment at its Sunset Ridge facility and instruct the Chair to sign the license, commencing upon Board approval.
3. Authorize the Chief Administrative Office (CAO) to implement this project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommendation is to provide the County with continued use of this radio communication site, which has been licensed and utilized by the Sheriff's Department since 1988, and is currently operating under a month-to-month tenancy. This proposed action will provide the County with continued use of a comprehensive voice and data communications network, including mobile data terminals and portable radios, for all Sheriff Department field officers. The system's communications capabilities will enable Sheriff's field personnel to maintain high levels of police response, and officer safety, as well as the ability to service a region that extends to all areas of Los Angeles County, including the Angeles National Forest.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations further the Board-approved County Strategic Plan Goal 1 (Service Excellence) by providing the County's law enforcement personnel with a reliable communication system which is an essential component to protecting the communities they serve. Your Board's approval of this proposed license will also further Goal 4 (Fiscal Responsibility) since the ongoing operation of this communication site represents an important investment in public infrastructure.

FISCAL IMPACT/FINANCING

The annual rent expense for the first year of the license term is \$17,100, which is subject to annual Consumer Price Index (CPI) adjustments commencing at the time each option renewal period is exercised. The annual rent amount also includes an annual government permit fee of approximately \$1,867, administered by the United States Forest Service, who manages the property on behalf of its owner, the Federal government. The County will be responsible for any upward adjustment to the current permit fee schedule; however, this cost is estimated to be nominal.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The subject property is situated in a remote, mountainous area of the Angeles National Forest known as Sunset Ridge, several miles north of Glendora. The Licensor, who leases the site from the United States Forest Service, constructed a communication shelter for the County's telecommunication equipment in 1988, when your Board approved the previous 16-year license agreement.

The new monthly rent of \$1,425, is based on the County's use of 7.125 rack spaces, at a rate of \$200 for each space utilized, including one space for an eight-foot diameter microwave antenna and one receive antenna space at the top of the 120 foot self-supporting tower. At any time during the term of the agreement, the County has the flexibility to license additional space at the rate of \$200 for each radio rack space utilized, \$200 for each microwave dish space used and \$75 for each antenna space should expansion be necessary. The rental rates are consistent with the range of market values found for this type of use.

The five-year license agreement contains two, five-year renewable option terms, and also provides the County with the right to cancel at any time after the first year by giving a ninety-day prior written notice.

The Honorable Board of Supervisors
December 14, 2004
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The Sheriff's Department has reviewed and concurs with the recommended actions. The attached license agreement has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The lease agreement is categorically exempt from the California Environmental Quality Act, specified in Class 1, Section r of the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board.


IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no compromise of public safety services or disruption of vital communication systems.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return duplicate stamped copies of the adopted Board letter, a certified copy of the Minute Order, two fully conformed originals of the license with original signatures to the CAO - Real Estate Division, 222 South Hill Street, 4th Floor, Los Angeles, CA 90012.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CB:CM:cc

Attachment

c: County Counsel
Sheriff's Department
Internal Services Department

AvcomSunsetRidge.b

LICENSE

THIS LICENSE made and entered into as of the _____ day of _____, 2004, by and between AVCOM COMPANY, hereinafter referred to as "Licensor" and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County", the Licensee.

WITNESSETH:

1. **USE OF PREMISES:** Licensor for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by County and upon the following terms and conditions, hereby permits the County, and County hereby hires and takes of and from Licensor the right to go in and upon the below described premises for the exclusive purposes of maintaining and operating a mobile digital communications system, and a radio and microwave transmission and receiving facility; consisting of, but not limited to, the following: a 16' x 16' internal dimension radio equipment room, utilizing 7.125 rack spaces for transmission and receiving equipment, battery and ancillary equipment and located external to the equipment room an 8' diameter microwave antenna (pole mounted) and one receive antenna space at the top of the 120' self-supporting tower.

2. **DESCRIPTION OF PREMISES:** The premises that is the subject of this License is described as a portion of the NE 1/4 of Section 10, TIN, R8W, SBM, designated as Sunset Ridge Receive Site as shown on Exhibit "A" which is attached hereto and incorporated by reference herein, together with necessary rights of ingress and egress.

3. **TERM:**

A. **Original Term:** The original term of this License shall be for a period of five (5) years beginning upon approval by the Board of Supervisors of the County of Los Angeles and ending five (5) years thereafter.

B. **Options to Renew:** County shall have the option to renew this License for two (2) consecutive periods of five (5) years under the same terms and conditions and consideration as contained herein. The term of the County's option shall be limited to the term specified in the Communications Use Lease issued by the landowner, United States Department of Agriculture, Forest Service, authorizing Licensor's use of the site. No greater right or permission shall be granted by said option than the right by which Licensor is authorized or can legally grant. County by Chief Administrative Office letter, shall notify Licensor in writing not less than ninety (90) days prior to expiration of the License term of County's intention to exercise its option. The actual exercise of the option shall be only by the Board of Supervisors of the County of Los Angeles.

4. CONSIDERATION:

A. Original Term: The County hereby agrees to pay consideration for said demised premises during the original term hereof the sum of One Thousand Four Hundred Twenty Five Dollars (\$1,425) per month payable in advance by Auditor's General Warrant. Payments shall be payable within fifteen days after the first day of each and every month of the term hereof provided Licensor has caused a claim therefor for each such month to be filed with the County Auditor of the County of Los Angeles prior to the first day of each month.

B. Renewal Term: The monthly rental amount set forth in Paragraph 4A shall be subject to adjustment commencing upon the renewal of the License at the expiration of the original five (5) year term and any other renewal period exercised thereafter. The rental amount shall be adjusted in accordance with the formula set forth in Paragraph 4C. The Base Index shall be the index published in the month immediately proceeding the month of the effective date of this License.

C. Renewal Computation: The method for computing the adjustment shall be by reference to the Consumer Price Index ("CPI") for All Urban Consumers for the Los Angeles-Long Beach-Anaheim Metropolitan area, all items published by the United States Department of Labor, Bureau of Labor Statistics ("USDLBLS") (1982-84=100), hereinafter referred to as the Index.

The rental adjustment shall be calculated by multiplying the initial contract amount (\$1,425 per month), by a fraction, the numerator being the New Index, which is the Index published in the month immediately preceding the month the adjustment is to be effective, and the denominator being the Base Index. The formula shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times (\$1425) = \text{Monthly Rent}$$

If the Index is changed so the base year of the Index differs from that used at the effective date of this License, the Index shall be converted in accordance with the conversion factor published by USDLBLS. If the Index as published by the USDLBLS is discontinued or revised during the term of this License then the parties shall agree at the time necessary to adopt such other governmental Index or computation by which it is replaced in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

5. OPTION TO LICENSE ADDITIONAL RACK OR ANTENNA SPACE: At any time during the term of this License, County may license additional rack space inside of the subject building, if available, which shall include increased antenna space, transmission, receiving and incidental equipment, as needed. In the event County exercises this option to license additional rack space, all terms and conditions of this License shall apply to all of the rack space utilized by County except that the monthly consideration provided in Paragraph 4A. herein shall be increased by the sum of \$200 for each rack space utilized, \$200 for each microwave antenna space utilized, \$75 for each antenna space at the top of the 120' tower commencing upon the use of such additional space(s) by County. Licensors reserves the right to approve the technical compatibility of new transmitter equipment with the existing communication equipment at Licensors's site prior to County's use.

6. CANCELLATION: County shall have the right to cancel this License at or any time after the first year by giving ninety (90) days prior written notice.

7. LICENSOR'S ACCESS: County agrees to permit Licensors or Licensors's authorized agents free access to the demised premises at all, reasonable times for the purpose of inspection or for making necessary improvements or repairs.

8. COUNTY'S DEFAULT: County agrees that if defaults shall be made in the payment of rent in the manner herein provided or in any of the covenants or agreements herein contained on the part of the County to be kept and performed, it shall be lawful for Licensors to declare said term ended and to terminate this License after thirty (30) days written notice. In addition thereto, Licensors shall have such other rights or remedies as may be provided by law. Licensors may not terminate this License if (1) County cures the default within the thirty (30) day period after the notice is given, or (2) the default cannot reasonably be cured within the thirty (30) days after notice is given, but County reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

9. REIMBURSEMENT FOR COMMUNICATIONS USE LEASE FEE: Licensors shall be responsible for and pay promptly the Communications Use Lease fee charged by the United States Department of Agriculture, Forest Service, (Forest Service) to issue the aforementioned Communications Use Lease. County shall reimburse Licensors for increases in the Communications Use Lease fee paid by Licensors for use of the site over the current Forest Service fee schedule, latest year rate in use at such time the Forest Service amends, alters and/ or changes said fee schedule. The reimbursement of Lease fee by County shall be a prorata share based on the total number of existing rack spaces under the County's control compared to the total number of existing rack spaces under the jurisdiction of the Licensors's site. County shall so reimburse Licensors only if Licensors, within sixty (60) days of payment of said permit fee presents to County proof of said payment together with the calculations upon which said claim for reimbursement is based. In no event shall County be responsible to Licensors for (a) any delinquencies, service charges, or penalties by Licensors in payment of said permit fee; or (b) any increase in said permit fee while County is not entitled to possession of the premises.

In addition, County shall not be responsible for any increase in said permit fee attributable to alterations or improvements to areas outside the area licensed to County. Should a transfer of ownership occur and result in an increase in said permit fee, County shall not be responsible for any increase attributable thereto.

10. INDEMNIFICATION: Licensors agree to indemnify, defend and save harmless County, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensors' operation, maintenance or ownership of the premises.

County shall indemnify and hold Licensors free and harmless from any and all liability, claims, loss, damages or expenses (including defense costs and legal fees), arising by reason of bodily injury, death, personal injury, or property damage resulting from County's activities under this License on the premises.

11. RESTORATION OF THE PREMISES: Licensors agree that any improvement constructed or placed on the premises by County or caused to be constructed or placed by County shall at all times remain the sole property of County. At the expiration of the term of this License or any extension thereof, County shall remove at its own cost and expense, any improvements which it has constructed or place on the premises and shall insure that at the expiration of the term the premises are in the same condition as at the inception of the term.

12. DAMAGE OR DESTRUCTION: Licensors agree that should the demised premises be damaged by fire, incidents of War, earthquake, or other violent action of the elements as to render them reasonably unfit for County's occupancy as determined by County's sole discretion then this License shall be terminated immediately upon the happening of any such event whereupon County shall surrender the premises and shall not be obligated for any further rental and Licensors shall refund any unearned rent paid in advance by County calculated at a daily rate based on the regular monthly rental.

In the event of any damage by any such cause which results in damage to ten percent (10%) or less of the net usable area of the improvements, then Licensors shall commence the repair and restoration of the premises within fifteen (15) days of the event which necessitated the repair and restoration. In the event of any such cause which results in damage to more than ten percent (10%) of the net usable area of the improvements, then Licensors shall also commence the repair and restoration of the premises within fifteen (15) days of the event which necessitated the repair and restoration.

Commencement of the repair and restoration under either of the aforementioned conditions shall require (1) securing the area to prevent injury to persons and/or vandalism to the improvements and (2) the placement of a work order or contract for obtaining the Labor and Materials to accomplish the repair and restoration. If Licensors should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, County may give Licensors fifteen (15) working days prior written notice and thereafter perform or cause to be performed the restoration work and deduct the cost thereof from the installments of rent next due as a charge against the Licensors.

In the event of damage to more than ten percent (10%) of the net usable area of the improvements, County shall also have the right at its sole discretion to surrender the premises and shall not be obligated for any further rental under this License.

13. REPAIR, MAINTENANCE REPLACEMENT, AND UTILITIES:

a. Licensors agree to repair, maintain and replace as necessary at Licensors' own expense the basic structure. Basic structure is agreed to include: all permanent exterior and interior walls, floors and ceilings, roof and partial electrical systems. Licensors agree to supply and maintain the electrical system up to and including the breaker panel shown on Exhibit "B" attached hereto. County agrees to supply, install and maintain the electrical distribution after that point. The Licensors agree to supply County a sufficient and necessary share of standby power at no cost to the County.

b. County agrees to provide and maintain two wall mount air conditioners and to pay when due all charges for the use of electricity for the air conditioners and the mobile digital communication equipment.

c. In the event Licensors should fail, neglect or refuse to commence the repair, replacement or maintenance work required by Section 13a herein within five (5) days after written notice has been served by County, or fail, neglect or refuse to pursue said repair, replacement or maintenance work with reasonable diligence to completion, the County at its sole discretion may perform or cause to be performed said repair, replacement or maintenance work and deduct the reasonable cost thereof from the installments of rent next due as a charge to the Licensors, or the County at its sole discretion may surrender the premises and shall not be liable for any further rental under this License.

d. In the event that items specified in Section 13a herein wear out or fail as a result of normal wear and tear, damage by earthquake, fire or the elements, and/or other public disaster or casualty, the Licensors shall replace said items at its own expense in accordance with the provisions of Paragraph 12.

15. ALTERATIONS: Licensors and County agree not to make any structural alterations in or on the demised premises without first securing the prior written consent of the other party. Consent shall be given or denied within sixty (60) days of receipt of written request.

17. **NOTICES:** Notices desired or required to be given by this License or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, in the United States Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same to Licensor shall be addressed to AVCOM Company, P.O. Box 1849, Friday Harbor, WA 98250-1849, or such other place as may hereinafter be designated in writing by Licensor and the notices and envelopes containing the same to the County shall be addressed to the County of Los Angeles, Chief Administrative Office – Real Estate Division, Lease Acquisition Section, 222 South Hill Street, 4th Floor, Los Angeles, CA 90012.

[illegible]

IN WITNESS WHEREOF, Licensor has executed this License or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this License to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month, and year first above written.

AVCOM COMPANY

By: William F. Kelsey
William F. Kelsey

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
Of the Board of Supervisors

By: _____

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

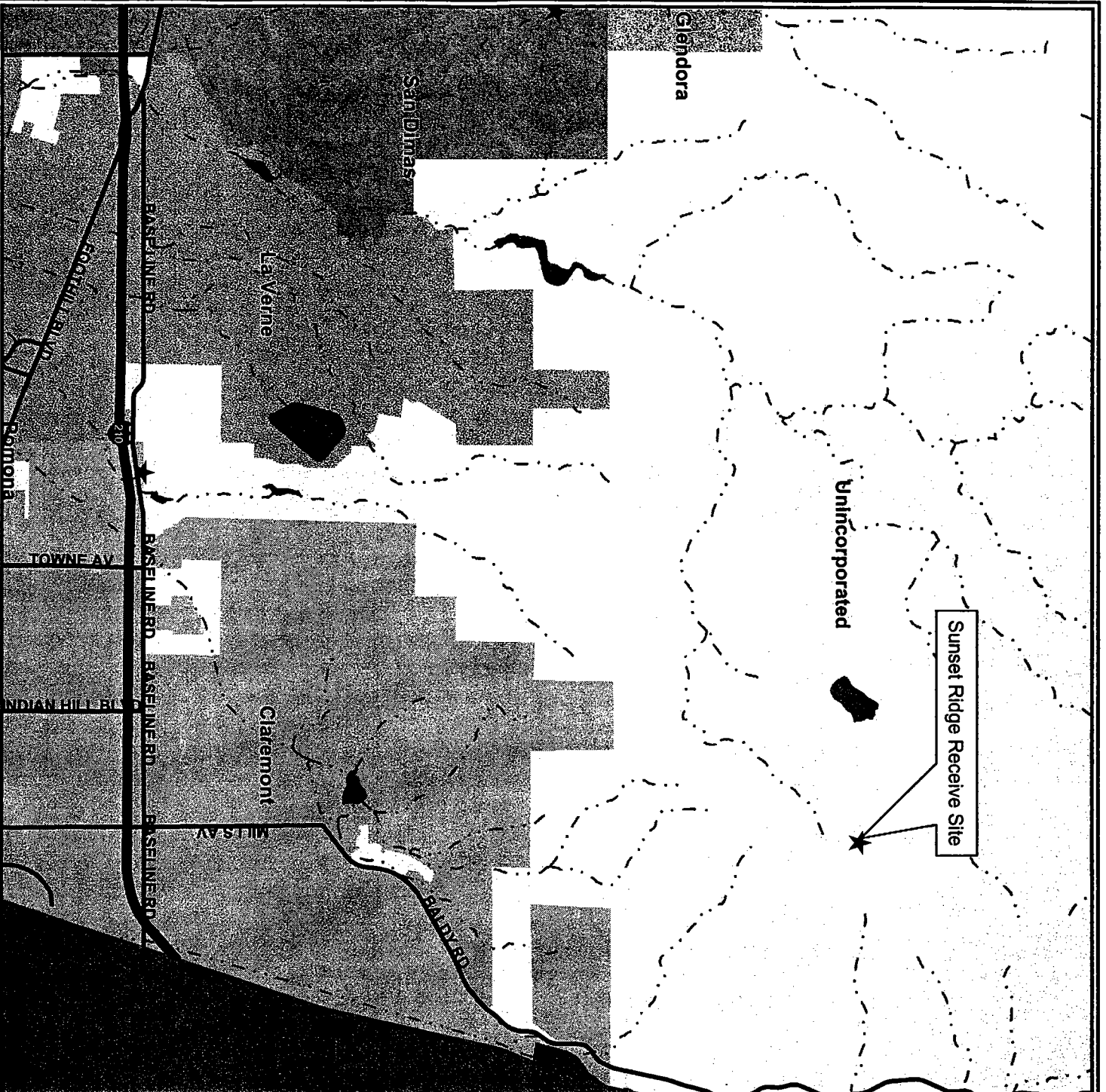
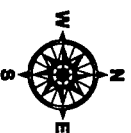
By: Francis E. Scott
Deputy: Francis E. Scott

Exhibit A

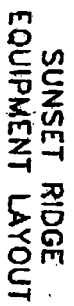
Sunset Ridge Receive Site

Legend
(some items may not be visible)

- 201 Supermarket District Boundaries
- 201 Service Planning Area (SPA) Boundaries
- Assessor Parcel Boundaries
- Assessor Map Parcels
- Assessor Parcel Use**
 - Residential
 - Commercial
 - Government
 - Industrial
 - Institutional
 - Miscellaneous
 - Recreational
 - Unimproved Farm
- Roads**
 - Freeway
 - Major Street
 - Secondary Road
 - Minor Road
 - Dirt Road
 - Alley
 - Road Transit
 - Freeway Ramp
 - Railroad
 - Road Transit
 - Trail
- Land Type**
 - Airport
 - Cemetery
 - Military
 - Beach
 - Correction Center
 - Corporation, Prison
 - Ecological Preserve
 - Forest, Oak Course
 - Historical Park
 - Other Areas
 - Park
 - Play Only
 - Recreation Area
 - Shopping Mall



Data from LA County Data Repository
Parcel Boundaries & Addresses from LA County Assessor
Aerial Photography from Public Works & Regional Planning
Streets & Cultural Features from Thomas Brothers
All Rights Reserved



SH

12-18-01

EXHIBIT "A"

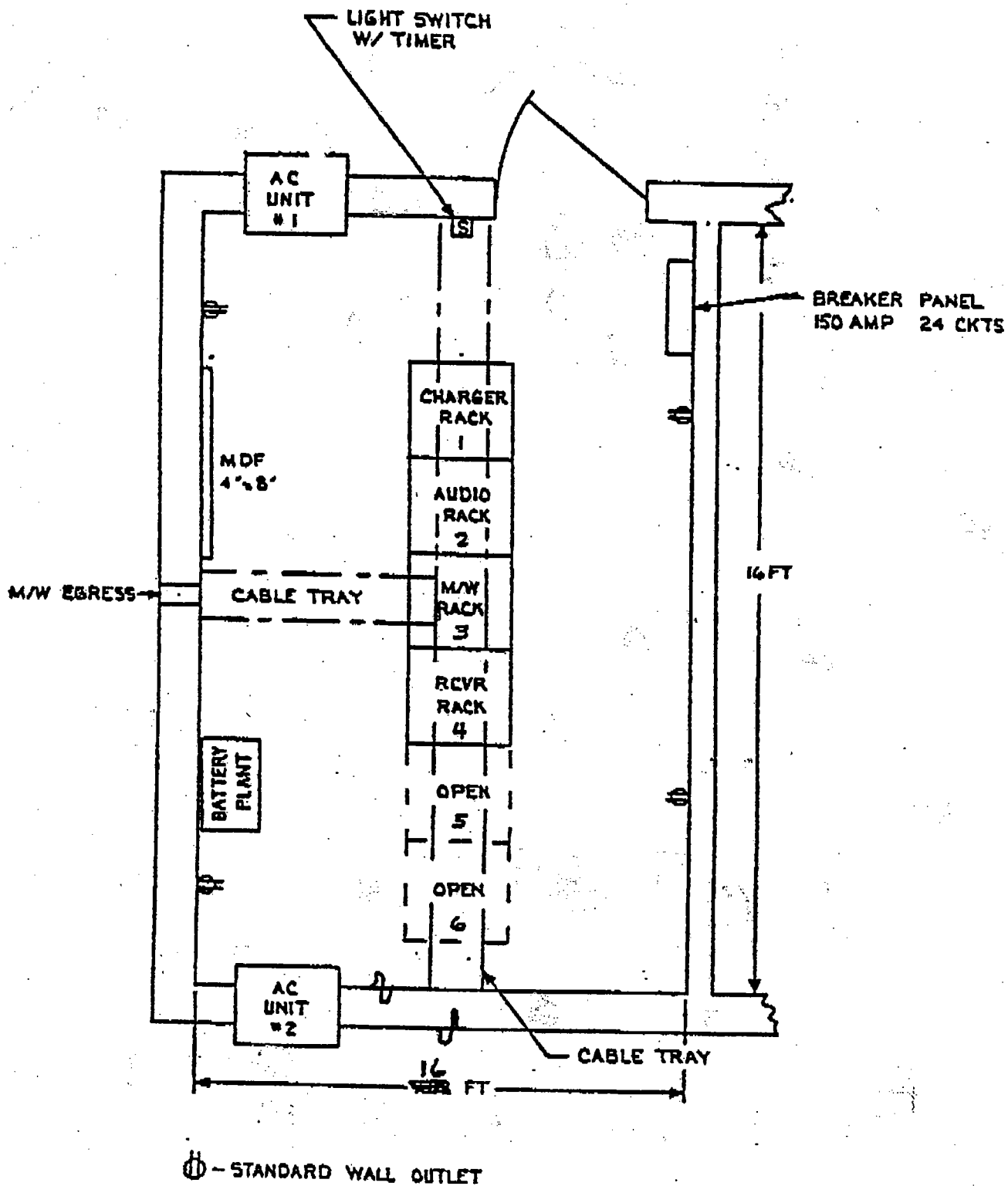


EXHIBIT "B"

SUN	SUNSET RIDGE	SITE
	RECEIVE SITE	73